

## **DAMAGE WAIVER**

The undersigned customer ("Customer") hereby unconditionally waives any and all claims for damages that may occur as a result of the trenching of the underground propane line (as described below), the delivery of propane or the delivery, installation, service or removal of propane tanks and cylinders and related equipment by AmeriGas to or from the Customer's service location. This waiver of damages includes, but is not limited to, any claims with regard to underground facilities that are not marked either by the Customer or as a part of the applicable State's "Call Before You Dig" service, cracked or otherwise damaged driveways, walkways or bridges, as well as all claims for damage to the Customer's lawn, trees, shrubbery or landscaping. In addition, the Customer explicitly acknowledges and understands that the AmeriGas propane truck and its delivery hose, as well as the service truck are extremely heavy and that this equipment may need to be driven or parked in places that may not be designed to handle this weight. Notwithstanding that fact, Customer hereby grants AmeriGas an irrevocable right to drive or park its vehicles wherever the AmeriGas driver/personnel believes it is reasonably necessary in order to complete the installation, service or removal of the tank or cylinder or to make a propane delivery.

Customer hereby releases and agrees to hold AmeriGas harmless from any and all liability for damages that may occur as a result of the trenching, delivery of propane or the delivery, installation, service or removal of propane tanks or cylinders or related equipment by AmeriGas to or from Customer's service location. As used herein, the term "AmeriGas" includes AmeriGas Propane, L.P., its parents, partners, subsidiaries and affiliates, any of their predecessors or successors, and any of their officers, directors, insurers, adjusters and employees.

Dated: \_\_\_\_\_ Customer's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Service Location(s): \_\_\_\_\_